

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

ALLSTATE INSURANCE COMPANY, *et al.*,

Plaintiffs,

-against-

MARK MIRVIS, *et al.*,

Defendants.

08-CV-4405 (SLT) (PK)

**DECLARATION OF DANIEL S.
MARVIN IN FURTHER SUPPORT
OF PLAINTIFFS' MOTION TO
AVOID FRAUDULENT
CONVEYANCES BY JUDGMENT
DEBTOR MARK MIRVIS**

Daniel S. Marvin declares pursuant to 28 U.S.C. § 1746 as follows:

1. I am a partner with the law firm of Stern & Montana, LLP, attorneys for Plaintiffs Allstate Insurance Company, Allstate Indemnity Company, Deerbrook Insurance Company, Allstate New Jersey Insurance Company, and Allstate Property & Casualty Insurance Company ("Plaintiffs") in the above-captioned action, and I am fully familiar with all of the facts and circumstances in this matter.

2. I submit this declaration in support of Plaintiffs' Reply Memorandum of Law in Further Support of their Motion to Avoid Fraudulent Conveyances by Defendant Mark Mirvis (the "Judgment Debtor") pursuant to Rule 69(a)(1) of the F.R.C.P., Section 5225(b) of the C.P.L.R., and Sections 273-a and 278 of the D.C.L. (the "Motion").¹

3. True and correct copies of banks statements identifying approximately \$21,365.00 in payments on or about March 8, 2010, June 3, 2010, July 7, 2010, August 5, 2010, September 3, 2010, October 6, 2010, November 15, 2010, January 13, 2011, February 1, 2011, February 28, 2011, March 25, 2011, April 11, 2011, May 11, 2011, July 11, 2011, August 4, 2011, September 6, 2011, September 28, 2011, November 2, 2011, December 6, 2011, January 6, 2012, February

¹ Terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

3, 2012, March 5, 2012, March 26, 2012, May 31, 2012, June 21, 2012, December 27, 2012, February 11, 2013, February 25, 2013, May 28, 2013, December 4, 2013, November 25, 2014, December 27, 2014, and December 29, 2015, towards the \$441,000.00 mortgage secured by real property located at 289 Bayberry Drive, Hewlett, New York 11557 (“289 Bayberry Drive”), by and between the Judgment Debtor and Lyubov Mirvis, as mortgagors and Ocwen Loan Servicing, LLC a/o/o Morgan Stanley Dean Witter Credit Corporation (s/i/i Homeq Servicing Corporation), as mortgagee (the “Mortgage”) are attached hereto as **Exhibit A**.

4. True and correct copies of cancelled checks, dated January 14, 2010, November 15, 2010, January 12, 2011, March 12, 2011, September 14, 2012, December 13, 2012, and February 7, 2013, representing approximately \$16,337.58 in payments towards the \$750,000.00 home equity line of credit agreement secured by real property located at 289 Bayberry Drive, by and between the Judgment Debtor and Lyubov Mirvis, as mortgagors and J.P. Morgan Chase Bank, N.A., as mortgagee (“Home Equity Line of Credit Agreement”) from bank accounts in the name of the Judgment Debtor are attached hereto as **Exhibit B**.

5. True and correct copies of cancelled checks, dated January 22, 2011, May 4, 2011, July 25, 2011, November 7, 2011, May 4, 2012, February 7, 2013, May 10, 2013, and May 7, 2014 November 15, 2010, January 12, 2011, March 12, 2011, September 14, 2012, December 13, 2012, February 7, 2013, May 10, 2013, May 20, 2013, and May 7, 2014, representing approximately \$50,882.48 in property tax payments from bank accounts in the name of the Judgment Debtor are attached hereto as **Exhibit C**.

6. True and correct copies of banks statements identifying approximately \$28,140.56 in homeowners’ insurance payments to Chubb & Son on or about January 29, 2010, March 2, 2010, April 2, 2010, June 8, 2010, July 7, 2010, August 3, 2010, September 7, 2010, November

1, 2010, January 31, 2011, February 10, 2011, March 25, 2011, September 6, 2011, September 28, 2011, November 2, 2011, December 6, 2011, February 3, 2012, March 5, 2012, March 27, 2012, May 3, 2012, October 4, 2012, December 27, 2012, February 4, 2013, February 25, 2013, May 20, 2013, May 28, 2013, August 30, 2013, and March 7, 2014, from bank accounts in the name of the Judgment Debtor are attached hereto as **Exhibit D**.

7. True and correct copies of banks statements identifying approximately \$5,919.93 in utilities payments to National Grid on or about January 19, 2010, February 12, 2010, March 24, 2010, April 28, 2010, July 20, 2010, January 13, 2011, March 30, 2011, May 11, 2011, February 22, 2012, June 19, 2012, November 20, 2012, January 17, 2013, February 14, 2013, May 13, 2013, November 17, 2014, December 4, 2014, and December 17, 2014, from bank accounts in the name of the Judgment Debtor are attached hereto as **Exhibit E**.

8. True and correct copies of banks statements and cancelled checks identifying approximately \$6,793.15 in utilities payments to PSEG (f/k/a LIPA) on or about January 19, 2010, February 12, 2010, March 24, 2010, April 28, 2010, January 13, 2011, March 30, 2011, April 11, 2011, May 11, 2011, February 22, 2012, June 18, 2012, November 20, 2012, December 20, 2012, January 17, 2013, February 14, 2013, May 13, 2013, November 17, 2014, December 17, 2014, June 10, 2015, and December 8, 2015 from bank accounts in the name of the Judgment Debtor are attached hereto as **Exhibit F**.

9. True and correct copies of banks statements identifying approximately \$4,284.22 in utilities payments to Long Island American Water Corporation on or about January 29, 2010, February 22, 2010, March 24, 2010, April 26, 2010, June 16, 2010, July 7, 2010, July 20, 2010, August 23, 2010, August 26, 2010, October 12, 2010, November 2, 2010, January 24, 2011, March 1, 2011, March 25, 2011, August 22, 2011, September 28, 2011, November 2, 2011,

December 6, 2011, February 14, 2012, March 14, 2012, April 23, 2012, May 21, 2012, June 21, 2012, December 13, 2012, December 28, 2012, February 4, 2013, February 25, 2013, April 8, 2013, August 30, 2013, November 17, 2014, November 24, 2014, and July 28, 2015, from bank accounts in the name of the Judgment Debtor are attached hereto as **Exhibit G**.

10. True and correct copies of banks statements and cancelled checks identifying approximately \$2,784.64 in utilities payments to Arrow Exterminating Company, Inc. on or about January 30, 2010, February 21, 2010, March 16, 2010, July 21, 2010, November 2, 2010, January 24, 2011, February 28, 2011, March 25, 2011, September 13, 2011, November 1, 2011, January 19, 2012, February 20, 2012, March 26, 2012, April 23, 2012, June 7, 2012, June 22, 2012, July 19, 2012, September 20, 2012, December 27, 2012, February 25, 2013, March 20, 2013, March 31, 2014, and July 28, 2015, from bank accounts in the name of the Judgment Debtor are attached hereto as **Exhibit H**.

11. True and correct copies of banks statements and cancelled checks identifying approximately \$512.64 in utilities payments to Automatic Irrigation on or about June 15, 2010, May 28, 2011, and May 21, 2013, from bank accounts in the name of the Judgment Debtor are attached hereto as **Exhibit I**.

12. True and correct copies of the information subpoena and restraining notice Plaintiffs served upon Tatyana Mirvis on April 8, 2016, the affidavit of service, and the proof of delivery from www.USPS.com are attached hereto as **Exhibit J**.

13. A true and correct copy of the Home Equity Line of Credit Agreement is attached hereto as **Exhibit K**.

14. A true and correct copy of the Mortgage is attached hereto as **Exhibit L**.

15. True and correct copies of cancelled checks dated December 17, 2012, and May 15, 2013, from the Judgment Debtor and/or Lyubov Mirvis to Tatyana Mirvis for \$30,000 and \$7,000, respectively, are attached hereto as **Exhibit M**.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: New York, New York
May 27, 2016

/s/ Daniel S. Marvin
Daniel S. Marvin (DM-7106)